

#12

05-0-0614

(Do Not Write Above This Line)

AN ORDINANCE BY Howard Shook  
COUNCILMEMBER HOWARD SHOOK

AUTHORIZING THE MAYOR OR HER DESIGNEE TO NAME APPROXIMATELY 2.7 ACRES OF UNDEVELOPED, FORESTED LAND LOCATED IN THE BROOKHAVEN NEIGHBORHOOD OF THE CITY OF ATLANTA, LOCATED IN LAND LOT 12, OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA AS MAYSON RAVINE PARK IN HONOR OF THE FORMER CITY OF ATLANTA, CITY ATTORNEY, JAMES L. MAYSON, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; AND FOR OTHER PURPOSES.

☐ CONSENT REFER  
☐ REGULAR REPORT REFER  
☐ ADVERTISE & REFER  
☐ 1st ADOPT 2nd READ & REFER  
☒ PERSONAL PAPER REFER

Date Referred 3/21/05Referred To: CD/HR

Date Referred

Referred To:

Date Referred

Referred To:

## First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred to \_\_\_\_\_

## Committee

Date \_\_\_\_\_

Chair \_\_\_\_\_

Actions \_\_\_\_\_

Fav, Adv, Held (see rev. slide)

Others \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

## Committee

Date \_\_\_\_\_

Chair \_\_\_\_\_

Actions \_\_\_\_\_

Fav, Adv, Held (see rev. slide)

Others \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

## Committee

Date \_\_\_\_\_

Chair \_\_\_\_\_

Actions \_\_\_\_\_

Fav, Adv, Held (see rev. slide)

Others \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

## Committee

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Chair \_\_\_\_\_

Actions \_\_\_\_\_

Fav, Adv, Held (see rev. slide)

Others \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

## FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd  
Readings☐ Consent ☐ V Vote ☐ RC Vote

## CERTIFIED

## MAYOR'S ACTION

AN ORDINANCE BY *Howard Shook*  
COUNCILMEMBER HOWARD SHOOK

05-0-0614

**AUTHORIZING THE MAYOR OR HER DESIGNEE TO NAME APPROXIMATELY 2.7 ACRES OF UNDEVELOPED, FORESTED LAND LOCATED IN THE BROOKHAVEN NEIGHBORHOOD OF THE CITY OF ATLANTA, LOCATED IN LAND LOT 12, OF THE 17<sup>TH</sup> DISTRICT, FULTON COUNTY, GEORGIA AS MAYSON RAVINE PARK IN HONOR OF THE FORMER CITY OF ATLANTA, CITY ATTORNEY, JAMES L. MAYSON, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; AND FOR OTHER PURPOSES.**

**WHEREAS**, James L. Mayson was a longtime resident of the City of Atlanta, Georgia; and

**WHEREAS**, James L. Mayson served the City of Atlanta's legal and judiciary community for several decades with the law firm of Mayson and Hill; and

**WHEREAS**, James L. Mayson, was the City of Atlanta, City Attorney 1901-1908/ 1911-1935 and he was a Distinguished Lawyer and Faithful Public Servant; and

**WHEREAS**, former Atlanta City Council members Lee Morris and Julia Emmons previously set aside \$132,800.00 through an Ordinance, adopted by the Atlanta City Council on December 3, 2001, and approved by the Mayor on December 11, 2001 for the expansion of Green space for the purpose of funding North Buckhead/Brookhaven Parks and Open Space; and

**WHEREAS**, the Capital City Club desires to help the Brookhaven neighborhood with the expansion of Green space in the Atlanta City Council District 7 of the 17<sup>th</sup> District of Fulton County, Georgia, and they have sold to the City of Atlanta approximately 2.7 acres of undeveloped, forested land located within this neighborhood community and the Limited Warranty Deed is attached to this piece of legislation as verification of the sale to the City of Atlanta; and

**WHEREAS**, the Brookhaven Club Neighborhood Association has agreed to maintain the Ravine as Green space at no cost to the City of Atlanta and they will also handle the trash and debris pick up at their cost; and

**WHEREAS**, Atlanta City Councilman, Howard Shook and the Commissioner of the Department of Parks, Recreation and Cultural Affairs are desirous of increasing Green space in the Atlanta City Council District 7, of 17<sup>th</sup> District of Fulton County, Georgia; and

**WHEREAS**, the property is located in Northeast Atlanta in a ravine across the street from Mayson Park, Atlanta City Councilman, Howard Shook and the Commissioner of the Department of Parks, Recreation and Cultural Affairs desire to continue to honor the

memory of James L. Mayson, former City of Atlanta, City Attorney and wish to dedicate another lasting tribute to his commitment and dedication.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** as follows:

**SECTION 1:** That the Mayor or her designee be authorized to name approximately 2.7 acres of undeveloped, forested land located in the Brookhaven Neighborhood of the City of Atlanta, located in Land Lot 12 of the 17<sup>th</sup> District, Fulton County, Georgia, as Mayson Ravine Park in honor of the former City of Atlanta, City Attorney, James L. Mayson, on behalf of the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks.

**SECTION 2:** That the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks are hereby authorized to take such steps necessary to name this undeveloped, forested property, as a City of Atlanta park, with the creation of park signs, maps and other official documents and markers in accordance with departmental procedures.

**SECTION 3:** That the Brookhaven Club Neighborhood Association have agreed to maintain the Ravine as Green space, as well as, handling the trash and debris pick up at the Ravine site, at no cost to the City of Atlanta.

**SECTION 4:** That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed for purposes of this Ordinance only, and to the extent of said conflict.

that this is a true and  
correct copy of the foregoing  
instrument as executed.

*[Signature]*  
Liz Pierce

STATE OF GEORGIA

COUNTY OF FULTON

After recording, please return to:

Liz Pierce  
Obenshain & Chandler, L.L.C.  
1050 Crown Pointe Parkway, Suite 850  
Atlanta, Georgia 30338-7706  
File No. 0411-55.0

**LIMITED WARRANTY DEED**

THIS INDENTURE, made this 15th day of December, 2004, by and between **CAPITAL CITY CLUB**, having a place of business at 53 West Brookhaven Drive, N.E., Atlanta, Georgia 30319 (hereinafter referred to as "Grantor"), and **THE CITY OF ATLANTA**, a municipality of the State of Georgia, having an address of 55 Trinity Avenue, S.W., Atlanta, Georgia 30303-3520 (hereinafter referred to as "Grantee"). (The words "Grantor" and "Grantee" when used herein shall include their respective heirs, successors or assigns where the context so requires or permits.)

**WITNESSETH:**

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto Grantee:

ALL THAT TRACT OR PARCEL OF LAND (the "Property") lying and being in Land Lot 12 of the 17<sup>th</sup> District, Fulton County, Georgia, as more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit  
Warranty Deed.rtf

and behoof of the said Grantee, forever, IN FEE SIMPLE, subject to:

- (a) the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), and
- (b) the following Covenant, Restriction and Dedication of Property for Public Benefit, with the express intent that the Property be dedicated for public benefit in perpetuity:

RECITALS:

WHEREAS, Grantee shall hereafter hold title in fee simple to the Property, which has significant value in its present state as a natural area not subject to development or exploitation; and

WHEREAS, Grantee, by the Council of the City of Atlanta, Georgia, and under proper authority, resolved at a duly called meeting November 1, 2004 to authorize the Mayor to accept a deed conveying the Property into the City of Atlanta, which deed shall provide that the Property shall be permanently preserved as greenspace with passive recreation such as a trail system, for the benefit of the public; and

WHEREAS, the Property is a land area which provides significant public benefit by remaining in a natural vegetated state, including water quality benefits, air quality benefits, and habitat for native plants and animals; and

WHEREAS, Grantor and Grantee desire the City of Atlanta to hold the Property in its natural state for the benefit of the public which will flow from retaining the natural state of the Property; and

WHEREAS, the Property has been determined worthy of protection as greenspace property as described in the Official Code of Georgia Annotated ("O.C.G.A.") § 36-22-1 *et seq.*; and

WHEREAS, O.C.G.A. § 44-5-60 (c) permits the creation of covenants in perpetuity restricting land for the use of the public with respect to such covenants or scenic easements running in favor of or for the benefit of the land so held for the use of the public; and

WHEREAS, O.C.G.A. §§ 36-22-1 and 36-22-6 of the Georgia Community Greenspace Act provide that the goal of the Greenspace Program is to assist local governments in achieving the preservation of a minimum of 20 percent of the geographic area of each eligible county as permanently protected greenspace; and

WHEREAS, Grantee is the recipient of an award of Greenspace Grant Funds under the Georgia Community Greenspace Act and, as such, has committed to strive to permanently protect a minimum of 20 percent of its geographic area as greenspace; and

WHEREAS, to remain eligible for future grants under the Georgia Community Greenspace Act, Grantee must show progress toward the goal of achieving permanent legal protection on 20 percent of its geographic area as greenspace.

Warranty Deed.rtf

NOW THEREFORE, Grantor does hereby place these covenants and restrictions on the Property, and Grantee by acceptance of this Limited Warranty Deed does concur and accept the Property subject to said covenants and restrictions, as follow:

A. PURPOSES:

1. It is the intent of Grantor and Grantee that this Covenant and Restriction will confine the use of the Property to preservation in its unused and natural state or to such activities and use as are consistent with the purposes of the Georgia Community Greenspace Act found at O.C.G.A. § 36-22-1 *et seq.* (the "Act") and the regulations pertaining thereto, including protecting or enhancing water quality, providing flood protection, providing natural habitat and corridors for native plant and animal species, protecting archaeological and historic resources, providing passive recreation (in the form of hiking, running, jogging, biking, walking, skating, bird watching, observing or photographing nature, picnicking, playing non-organized sports, or engaging in free play), or providing connective links between lands contributing to the goals of the Act. Recognizing that certain uses of greenspace properties are not inconsistent with the greenspace goals served by greenspace properties, and in partial reliance on other agreements heretofore negotiated or entered into by and between the Department of Natural Resources of the State of Georgia and the City of Atlanta (although any such agreement shall not be conclusive or controlling with respect to the Property), the following uses shall be expressly permitted as consistent with the purposes of the Act:

- (a) Utilities: The construction, operation, repair, maintenance, or removal of underground utilities in a manner that does not significantly affect the recreational utility, natural resources protection, or habitat value of the Property, and which does not hamper the ability of the Property to meet the goals of the Act;
- (b) Public Facilities: Construction, operation, repair, maintenance, or removal of minimal public facilities such as benches, swing sets, slides, picnic tables, grills, bathrooms, or shelters, to the extent needed to accommodate users of the Property;
- (c) Trails and Paths: Trails associated with passive recreational uses or alternative transportation routes for pedestrians or bicycle travel;
- (d) Access Facilities: Parking areas and necessary access roads, which limit as much as possible the use of impervious surfaces, which do not have significant negative impacts on natural resource values of the Property, and which are limited to accommodate only users of the Property; and
- (e) Total Developed Area: When totaled, the portions of the Property developed for such Public Facilities, Trails and Paths, and Access Facilities shall not exceed 15 percent of the Property.

Other than the foregoing, any activities or use which are inconsistent with the Act and the regulations pertaining thereto are hereby prohibited on the Property; provided, however, that any activity or use which is present and ongoing at the time of any subsequent modification, amendment or revision to the Act and regulations aforesaid shall not be prohibited; and

2. It is the further intent of Grantor and Grantee that this Covenant and Restriction will further the achievement of the goal of preservation of a minimum of 20 percent of the geographic area of the county as permanently protected greenspace pursuant to O.C.G.A. §§ 36-22-1 and 36-22-6.

B. SUCCESSORS:

Warranty Deed.rtf

This covenant restriction shall be binding upon subsequent owners, representatives, heirs, successors, and assigns and shall continue as a covenant running with the land in perpetuity on the Property, in accordance with O.C.G.A. § 44-5-60 (c).

NOW, THEREFORE, Grantor hereby dedicates in perpetuity, to the public, the Property for the purposes recited above, and Grantee by acceptance of this Limited Warranty Deed does concur and accept the Property subject to such dedication.

PROVIDED FURTHER, as a covenant to the public running with the land, that the State of Georgia, through the Georgia Greenspace Commission and the Georgia Department of Natural Resources, their statutory successors and assigns, may, but not exclusively, enforce this dedication.

And the said Grantor will warrant and forever defend the right and title to the above-described Property unto said Grantee, subject to the Permitted Exceptions and the foregoing Covenant, Restriction and Dedication of Property for Public Benefit, against claims of all persons claiming, owning, or holding, by, through or under Grantor.

IN WITNESS WHEREOF, the undersigned have caused this Limited Warranty Deed to be signed and sealed, on the day and year first above written.

Signed, sealed and delivered this 14th day of December, 2004, in the presence of:

Joey D. Gray  
Unofficial Witness

Candace J. Schroeder  
Notary Public

[NOTARY SEAL]

My Commission expires:

Notary Public, Fulton County, GA  
My Commission Expires Oct. 9, 2006

GRANTOR:

CAPITAL CITY CLUB

J. Ridley Howard  
By: J. Ridley Howard  
Its: President

[CORPORATE SEAL]

Warranty Deed.rtf

EXHIBIT "A"

All and singular that certain tract of land lying and being in Land Lot 12, 17th District, Fulton County, Georgia, being more particularly described as follows:

COMMENCING at the intersection of the easterly right of way of West Club Lane, having a 40 foot right of way, and the southerly right of way of Davidson Avenue, having a 60 foot right of way, said point being the POINT OF BEGINNING:

THENCE following the southerly right of way of Davidson Avenue the following courses and distances: North 55 degrees 18 minutes 55 seconds East, a distance of 222.92 feet to a point;

THENCE along the arc of a curve to the right a distance of 80.98 feet, said curve having a radius of 572.45 feet and a chord bearing of North 59 degrees 09 minutes 47 seconds East, 80.91 feet to a point;

THENCE North 63 degrees 12 minutes 56 seconds East, a distance of 46.72 feet to a 5/8 inch rebar found (bent) at the mitred intersection of the southerly right of way of Davidson Avenue and the westerly right of way of East Club Lane, having a 40 foot right of way;

THENCE along said East Club Lane right of way the following courses and distances: South 49 degrees 55 minutes 48 seconds East, a distance of 12.53 feet to a point;

THENCE South 36 degrees 12 minutes 44 Seconds West, a distance of 58.29 feet to a point;

THENCE along the arc of a curve to the left a distance of 191.75 feet, said curve having a radius of 404.98 feet and a chord bearing of South 24 degrees 31 minutes 43 seconds West, 189.96 feet to a point;

THENCE South 09 degrees 00 minutes 06 seconds West, a distance of 67.57 feet to a point;

THENCE along the arc of a curve to the left a distance of 193.13 feet, said curve having a radius of 894.68 feet and a chord bearing of South 00 degrees 25 minutes 45 seconds West, a 192.76 feet to a point;

THENCE South 06 degrees 37 minutes 51 seconds East, a distance of 98.23 feet to a point;

THENCE South 08 degrees 08 minutes 44 seconds East, a distance of 311.47 feet to a point;

THENCE leaving said right of way South 89 degrees 50 minutes 59 seconds West, a distance of 165.15 feet to a point on the easterly right of way of West Club Lane;

THENCE along said right of way the following courses and distances: along the arc of a curve to the left a distance of 184.16 feet, said curve having a radius of 595.00 feet and a chord bearing of North 02 degrees 45 minutes 49 seconds East, 183.43 feet to a point;

THENCE North 06 degrees 06 minutes 12 seconds West, a distance of 448.25 feet to a point;

THENCE along the arc of a curve to the left a distance of 80.01 feet, said curve having a radius of 160.00 feet and a chord bearing of North 20 degrees 25 minutes 43 seconds West, 79.18 feet to a point, said point being the POINT OF BEGINNING.

Containing 117,852 square feet or 2.706 acres and being more particularly shown as Tract 2 on Final Plat of Capital City Club North Tract Subdivision, prepared by A. Brooks of Arcadis, dated July 22, 2002, which plat is incorporated herein by reference.

Warranty Deed.rtf



EXHIBIT "B"

## Permitted Exceptions

1. Taxes and assessments for the year 2005 and subsequent years, which are not yet due and payable.
2. Sewer Easement from Capital City Club to City of Atlanta, dated April 27, 1956, filed May 17, 1956, recorded in Deed Book 3116, Page 53, Fulton County, Georgia Records.
3. Sewer Easement from Capital City Club to City of Atlanta, dated July 6, 1967, filed July 24, 1967, recorded in Deed Book 4764, Page 461, aforesaid records.
4. Easement from Capital City Country Club to Georgia Power Company, dated February 8, 1977, filed April 26, 1977, recorded in Deed Book 6690, Page 63, aforesaid records.
5. Easement from Capital City Club to John P. Mansfield and Ruth M. Mansfield, dated December 13, 1989, filed December 14, 1989, recorded in Deed Book 13024, Page 52, aforesaid records.
6. Indemnity Agreement from Capital City Club to City of Atlanta, dated May 23, 1991, filed December 30, 1991, recorded in Deed Book 14847, Page 164, aforesaid records.
7. Easement Agreement from Capital City Club to Wilkie S. Colyer, dated May 31, 1995, filed July 6, 1995, recorded in Deed Book 19734, Page 261, aforesaid records.
8. Permanent Sewer Easement from Capital City Club to City of Atlanta, dated November 2, 2001, filed November 7, 2001, recorded in Deed Book 31252, Page 177, aforesaid records.
9. Temporary Construction Easement from Capital City Club to City of Atlanta, dated November 2, 2001, filed November 7, 2001, recorded in Deed Book 31252, Page 182, aforesaid records.
10. All matters affecting the land as shown on Final Plat of Capital City Club North Tract Subdivision, prepared by A. Brooks of Arcadis, dated July 22, 2002.

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